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EXAMINER

REAGAN, JAMES A

ART UNIT	PAPER NUMBER
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3621

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

MAILED

Application Number: 09/662,958
Filing Date: September 15, 2000
Appellant(s): MANI, GANESH

JUN 15 2006

GROUP 3600

Mr. David C. Jenkins
For Appellant

EXAMINER'S ANSWER

This is in response to the supplemental appeal brief filed 20 October 2005.

(1) Real Party in Interest

A statement identifying the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

No evidence is relied upon by the examiner in the rejection of the claims under appeal.

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(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

Claims 1-70 and 90-93 are rejected under 35 U.S.C. 103(a) as being unpatentable over Walker et al, U.S. Patent No. 5,862,223 in view of Lloyd, U.S. Patent No. 4,876,648.

As per **Claims 1, 33 and 52**, A computer implemented method /readable medium /system having a computer readable medium / data transmission medium containing instructions for a principal to electronically establish and use an agent (Walker's "expert"; Abstract; Summary of the Invention), said method comprising the steps of

- (a) said principal identifying a service requirement (Fig 1, 6; associated text);
- (b) said principal submitting an electronic request for service (Fig 6; associated text);
- (c) negotiating terms by principal and agent (Fig 7, 8, 16, 30-33; associated text);
- (e) using an electronic device to verify said agent performing said requested service (all above citations).

Walker does not mention using an electronic power of attorney between principal and agent. However, Lloyd describes a computerized mortgage system where electronic power of attorneys are used between principal and various financial agents (Abstract; Summary of the Invention; Col 7, L64 - Col 8, L6; Col 8, L16-28). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included a power of attorney capability as taught by Lloyd in a system patterned after Walker's, for the purpose of allowing experts or agents hired by principals to act on their behalf and render the services requested by those principals. Such capability would make the system more versatile and therefore more attractive to both potential principals and agents alike.

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As per claims 2, 34 and 53, Walker further discloses

- (a) identifying the service requested (Fig 6, associated text);
- (b) providing a database having information relating to available agents (Fig 2, associated text);
- and
- (c) connecting an agent able to perform said requested service with said principal (Fig 1, 3, 1518; associated text).

As per claims 3, 35 and 54, Walker further discloses (see all above citations)

- (a) said principal identifying terms and conditions relating to the performance of said requested service; and
- (b) transmitting said terms and conditions to available agents.

As per claims 4, 36 and 55, Walker et al further discloses

- (a) establishing constraints on the performance of said agent (see all above citations).

As per claims 5, 37 and 56, Walker further discloses wherein said constraint is a soft constraint (see all above citations).

As per claims 6, 38 and 57, Walker further discloses wherein said constraint is a hard constraint (see all above citations).

As per claims 7, 20, 39 and 58, Walker does not disclose

...said step of establishing an electronic power of attorney includes the steps of

- (a) generating a power of attorney document; and
- (b) electronically signing said power of attorney document.

However Walker does disclose using cryptographic methods for signing and authenticating transmission from and to principals and agents alike, to preserve security (Fig 16,

25-28; associated text). Also, Lloyd teaches the use of electronic power of attorneys in his system (see Lloyd citations as per claims 1, 33 and 52 above). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included the claimed features in a system matching principals and agents, so that fraud and security problems would not arise within the system's electronic transmissions.

As per claims 8, 21, 40 and 59, Walker does not disclose

...step of establishing an electronic power of attorney further includes the steps of

(a) electronically verifying said electronic signature; and

(b) providing an electronic key that allows said agent to access selected information about said principal electronically.

However Walker does disclose that experts/agents will have access granted to them to principals' private data as needed in the performance of their duties (Fig 23, associated text). Combined with the Lloyd teachings as analyzed for the above set of claims, this would have made it obvious to one ordinarily skilled in the art at the time the invention was made that the claimed limitations would have been included in the system, so that hired agents may have the information they need to adequately perform the duties they were hired for, while preserving the security of the principals' private information at the same time.

As per claims 9, 22, 41 and 60, Walker further discloses wherein electronic verification is performed by an asymmetric cryptosystem (Fig 16, 26-27; associated text).

As per claims 10, 23, 42 and 61, Walker further discloses wherein electronic verification is performed by a biometric method (Col 10, line 27-29).

As per claims 11, 24, 43 and 62, Walker further discloses

said selected information about said principal is stored in an information database and said step of agent performing said requested service includes the steps of

(a) said agent accessing said principal information database (see all above citations); and

(c) said agent reporting completion of said requested service to said principal (see all above citations).

Walker does not disclose

(b) said agent interacting with third parties to perform said requested service

However Lloyd teaches that third parties may be involved in the performance of services of an agent on behalf of a principal (Summary of the Invention; also see all above Lloyd citations). Therefore it would have been obvious to one ordinarily skilled in the art at the time the invention was made to have included these claimed features in the system so that hired agents may use third parties in the performance of their duties, without needing to have the third parties contact the principals themselves, thus saving time and streamlining the whole process.

As per claims 12, 25, 44 and 63, Walker does not disclose wherein said third parties can electronically verify the status of said agent.

However Lloyd does disclose that many third parties will be involved in the performance of specific services on behalf of a principal (Fig 2a-b; associated text). It would have been inherent in Lloyd's system that those third parties would need to be aware of or have access to the status of each of the participants in any transaction they become parties to, in order to establish the mutual trust necessary for such transactions. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be included in Walker's system as well, in order for third parties to trust the agent they will work with on behalf of the principals the agents represent. Absent such status verification, no trusted cooperation between agents and third parties would ensue.

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As per claims 13, 26, 45 and 64, Walker does not disclose

- (a) said agent updating said information database with a status report; and
- (b) said principal accessing said information database.

However, Lloyd does disclose that reports will be generated at every step of a service being rendered on behalf of a principal (Fig 4a-b; associated text). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature, so that principals may follow the progress of a hired agent, thus making the system more attractive to them.

As per claims 14, 27, 46 and 65, Walker does not disclose

- (a) said agent generating a status report; and
- (b) said agent delivering said report to said principal.

However, Lloyd does disclose these limitations (see above citations). It would have been obvious to one ordinarily skilled in the art at the time the invention was made to include this feature, so that principals may follow the progress of a hired agent, thus making the system more attractive to them.

As per claims 15, 28, 47 and 66, neither reference discloses

- (a) said principal terminating said power of attorney.

However Lloyd describes the power of attorneys used in his system as "temporary" (see previous "Lloyd citations). Therefore, it means that these documents would be terminated, either when they have served their purpose, after a certain period of time, or in the case of non-performance from the party to whom the power of attorney was granted. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be inherent in the system, so that power of attorneys may be revoked; such feature is a failsafe mechanism protecting principals in case anything goes wrong with a contract they

entered into for service with agents, and would make prospective principals more comfortable with using the service.

As per claims 16, 29, 48 and 67, neither references discloses

(a) terminating said power of attorney upon said agent violating said terms and conditions or said constraints.

However Lloyd describes the power of attorneys used in his system as "temporary". Therefore it means that these documents would be terminated, either when the have served their purpose, after a certain period of time, or in the case of non-performance from the party to whom the power of attorney was granted. It would have been obvious to one ordinarily skilled in the art at the time the invention was made that this feature would be inherent in the system, so that power of attorneys may be revoked; such feature is a failsafe mechanism protecting principals in case there is non-performance with a contract they entered into for service with agents, and would make prospective principals more comfortable with using the service.

As per claims 90-93, 17-19, 30-32, 49-51 and 68-70, Walker further discloses all the various payment methods recited in these claims {see all above citations):

principal using an electronic device to pay said agent includes the steps of

(a) said principal paying a web site provider for an allotment of agent time; (a) paying said agent a fixed fee;

(a) paying said agent an hourly basis;

(b) deducting the time said agent spent on said step of said agent performing said requested service from said time bank; and

(c) said web site provider paying said agent for said requested service.

(10) Response to Argument

Appellant first argues that the reference to Lloyd discloses the use of a traditional pen-and-paper power of attorney form and that this non-electronic form is, apparently, converted to an electronic form so it may be included as an attachment to an electronic notice. Appellant argues that this fails to disclose an "electronic power of attorney" as recited in the claims. When reviewing appellant's specification, it is clear that the term "electronic" has its usual meaning and is referring to document storage and transfer and also encompasses other media such as optical or magnetic media (Specification, Page 4, lines 27-30). Appellant's specification also discloses the following with respect to the electronic power of attorney (See Specification, Page 13, lines 9-20):

Referring again to Figure 1, once negotiations between principal and agent have been completed, the power of attorney document is generated in step 110. The form of the electronic power of attorney document can be any suitable form which clearly conveys the intent of the principal and agent to be bound by the terms and conditions placed on the performance of the particular service or services to be performed by the principal. It is preferred that the actual form of the power of attorney document be readily stored and retrieved by electrical, optic, magnetic or another similar conventional means. Alternatively, a hard copy of the electronic power of attorney "document" can be made available to the principal in the form of a confirmation copy mailed, e-mailed or faxed or transmitted by another suitable means for hard copy printing.

The rest of the references to the "electronic power of attorney" in appellant's specification refer to the scope or rights of the power of attorney. Thus, it is clear from appellant's specification that the phrase "electronic power of attorney" refers to the particular method for storing/transferring the document. The reference to Lloyd discloses, as applicant has admitted, a power of attorney form that is converted into electronic form so that it may be included as an attachment to an electronic notice. Lloyd discloses that the computers of the invention communicate with one another via modems or other suitable means of communication. Alternatively, information can be stored in various different forms of memory media such as floppy disks and physically transported to the receiving computer (Col. 5, lines 23-28; Col. 6, lines 7-23; Col. 23, lines 53-66; Col. 24, lines 45-68). Lloyd further discloses that notices are automatically sent to the borrower and lender and include a power of attorney (Col. 7 line 66-Col. 8 line 28).

Examiner submits that, since Lloyd discloses that the computer communicate with one another via modems, or other suitable means of communication and that information can alternatively be stored in memory media such as floppy disks and physically transported to the receiving computer, this is a positive teaching that the power of attorney form along with any other form is established in "electronic form", whether it is included in a notice sent via modem or registered mail. Examiner submits that, even if the power of attorney form is stored on a floppy disk and physically transported to a receiving computer, the power of attorney form is "electronic" simply by the virtue that it is electronically stored on a memory media.

Appellant further argues that there is no teaching, suggestion or incentive to support the combination of Walker and Lloyd. Examiner notes that it is recognized that obviousness can only be established by combining or modifying the teachings of the prior art to produce the claimed invention where there is some teaching, suggestion, or motivation to do so found either in the references themselves or in the knowledge generally available to one of ordinary skill in the art. See *In re Fine*, 837 F.2d 1071, 5 USPQ2d 1596 (Fed. Cir. 1988) and *In re Jones*, 958 F.2d 347, 21 USPQ2d 1941 (Fed. Cir. 1992). In this case, examiner submits that executing powers of attorney have long been known in the business art and are typically used when a first party delegates authority of some kind to a second party and allows the second party to act on the first party's behalf. Examiner submits that Lloyd discloses powers of attorney between a borrower and a service company for reasons that would have been obvious to anyone having ordinary skill in the art such as allowing the service company to act on the borrower's behalf. Walker et al also disclose a system wherein a user is requesting a service through a third party and examiner submits that executing powers of attorney in this situation would also be obvious to allow anyone to act on the behalf of the user. Including a power of attorney in the system of Walker would have been obvious for the purpose of allowing experts or agents hired by principals to act on their behalf and render the services requested by those principals. For example, Walker et al disclose a scenario wherein a user submits a job request to an Exchange service and experts that are willing to perform the job submit bids. Walker et al discloses that the user may

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decide which experts he will hire or, alternatively, the user may have the Exchange select the first bid that fulfills the qualifications for the job (Col. 7, line 62-Col. 8 line 5; Col. 37, lines 5-18). In this situation, examiner submits that it would have been obvious to one having ordinary skill in the business art that the user may execute a power of attorney in order to delegate authority to the Exchange so that it may select, on the user's behalf, the expert that qualifies for the job.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

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For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,


A handwritten signature in black ink, appearing to read 'James A. Reagan', with a long horizontal flourish extending to the right.

JAMES A. REAGAN
PRIMARY EXAMINER

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17 May 2006

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